

**Attorney General
Record Request**

**THE BERKSHIRE GAS COMPANY
D.T.E. 05-58**

Witness: Karen L. Zink
Date Filed: January 17, 2006

Question:
AG-RR-1 Please provide a copy of the agreements listed on page 10 of the Company's response to AG-1-3(b).

Response: The original form of Fuel Purchase Agreement (later amended) provides that such agreement is co-terminus with: (i) the "Gas Purchase Agreement" (defined at page 1 as the Altresco firm supply of Canadian natural gas); (ii) the Support Agreement (which describes Altresco's obligation to provide financing support for the pipeline constructed to serve the plant and provided as Attachment AG-RR-1(a)); (iii) any of the Transportation Agreements (which are defined on pages 1 and 2 to be transportation agreements executed by Altresco to deliver its gas supply to the intersection of the Tennessee Gas Pipeline Company facilities and the pipeline constructed by Berkshire); and (iv) the Transportation Agreement executed between Berkshire and Altresco (provided as Attachment AG-RR-1(b)).

Berkshire reviewed the Altresco supply and transportation agreements at the time of execution of the Fuel Purchase Agreement as part of its due diligence. The Company determined through its regular oversight of the project that the supply agreements may no longer be in effect and that the transportation rights on the Tennessee system are no longer held by the plant operator having been assigned as described in the hearing.

SUPPORT AGREEMENT

THIS AGREEMENT is entered into this 15th day of March, 1989, by and between THE BERKSHIRE GAS COMPANY, a Massachusetts corporation, hereinafter referred to as "Berkshire," and ALTRESCO, INC., a Colorado corporation, hereinafter referred to as "Altresco."

WITNESSETH:

WHEREAS, Altresco and Berkshire have entered into a Natural Gas Transportation Agreement dated March 15, 1989 (the "Transportation Agreement") pursuant to which Berkshire has agreed to transport on a firm basis natural gas to Altresco's proposed cogeneration facility in Pittsfield, Massachusetts adjacent to the property of General Electric Company (the "Project");

WHEREAS, to facilitate the rendering of transportation service pursuant to the Transportation Agreement, Altresco has requested that Berkshire design, construct, operate and maintain a gas distribution line and related facilities to connect the natural gas transmission line of Tennessee Gas Pipeline Company ("Tennessee") to the Project; and

WHEREAS, Altresco and those parties providing financing for the Project (collectively, the "Funding Group") have agreed to finance the cost of designing and constructing the gas distribution line and related facilities.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Installation of Facilities: Subject to satisfaction of the conditions subsequent set forth in section 5, Berkshire shall design, construct and install the gas distribution line and related facilities, as defined in the Transportation Agreement ("the "Facilities"), so as to provide firm transportation of natural gas to Altresco's Project pursuant to the terms and conditions of the Transportation Agreement. Berkshire shall obtain all permits, consents and approvals from the appropriate State and local authorities and municipalities as are required to construct and install the Facilities. Berkshire and Altresco agree to cooperate and to use their best efforts to obtain all necessary permits, consents and approvals.

2. Capital: The Funding Group shall provide to Berkshire the capital necessary to cover the actual costs and expenses of designing, constructing and installing the

Facilities and performing the related obligations contemplated herein (the "Capital") in accordance with the procedures set forth in this section 2. Within ninety (90) days of execution of this Agreement, Berkshire, Altresco and those parties providing financing for the Project shall agree, in writing, on a detailed itemization of the costs and expenses to which Berkshire is entitled to financing through the Capital, which itemization shall include all reasonable labor, materials and related costs (including reasonable allocable overhead and general and administrative expenses) associated with the following activities:

- (a) design, engineering and construction;
- (b) obtaining all needed permits, consents and approvals from State and local authorities and municipalities, including, without limitation, legal and consulting fees;
- (c) procuring all necessary materials and equipment, including, without limitation, cancellation charges, if any;
- (d) making interim transportation arrangements, if required pursuant to Article 12 of the Transportation Agreement;

- (e) preparing and executing this Agreement, the Transportation Agreement, the Fuel Purchase Agreement and other transactions contemplated therein (including, but not limited to, costs incurred in obtaining all necessary Canadian regulatory permits, the costs of officer and employee labor and travel, and legal and consulting fees); and
- (f) the carrying costs of the capital which Berkshire has reasonably expended prior to the date hereof in connection with the aforementioned activities and for which such expense of capital Altresco has not yet reimbursed Berkshire.

Altresco has previously advanced to Berkshire the sum of twenty-five thousand dollars (\$25,000) towards the Capital for the initial design and engineering of the Facilities as provided for in the Preliminary Agreement between Berkshire and Altresco Pittsfield, Inc. dated June 28, 1988, which Preliminary Agreement is incorporated by reference in this Agreement (except to the extent that the terms of the Preliminary Agreement are inconsistent or contradict the terms of this Agreement in which case the terms of this Agreement shall apply). Following execution of this Agreement and as provided for in the Preliminary

Agreement, Berkshire may request and, within fifteen (15) days following receipt of such request, Altresco shall advance additional funds to Berkshire needed for initial design and engineering. The Parties shall coordinate with respect to the commencement of construction by Berkshire and the closing of construction financing for the Project. Within ten (10) days following the closing of construction financing for the Project, the Funding Group shall provide to Berkshire all Capital necessary to reimburse Berkshire for the actual costs and expenses of designing, constructing and installing the Facilities, as described in this section 2, incurred as of such date, including all amounts paid by Altresco to Berkshire under the Preliminary Agreement. Within five (5) days of receipt of the Capital from the Funding Group, Berkshire shall reimburse Altresco for all funds advanced by Altresco pursuant to the Preliminary Agreement. As part of the construction financing, Berkshire, Altresco and the Funding Group shall agree on a mutually satisfactory set of procedures pursuant to which Berkshire shall submit to Altresco and the Funding Group for review and approval on a monthly basis documentation evidencing the status of the design, construction and installation of the Facilities, including, but not limited to, construction schedules, budgets and actual invoices that have been paid by

Berkshire or which require payment and, following such review and approval, the Funding Group shall advance additional Capital to reimburse Berkshire for the costs of designing, constructing and installing the Facilities, as described in this section 2, during the month. Upon the completion of construction of the Facilities, Berkshire shall reconcile the amount of Capital provided by the Funding Group with the actual cost of design, construction and installation for which Berkshire is entitled to reimbursement under this section 2. If the actual costs incurred by Berkshire exceed the Capital provided by the Funding Group, Berkshire shall render an invoice setting forth in reasonable detail the actual costs incurred and shall advance additional Capital to reimburse Berkshire for the excess within thirty (30) days following receipt of the invoice. If the Capital provided by the Funding Group exceed the actual costs incurred by Berkshire, Berkshire shall submit a check for such excess upon such reconciliation of accounts.

3. Ownership of Facilities: Notwithstanding the payment of Capital, title to the Facilities shall be held by Berkshire and this Agreement shall not be construed to create a lien or encumbrance of any kind whatsoever upon the Facilities or any other property of Berkshire in favor of Altresco or the Funding Group,

except that, if required by the Funding Group, Berkshire shall make best efforts to secure all consents necessary for the creation of a second mortgage to be secured solely by the Facilities and which shall be subordinated to all other existing mortgages, indentures or other financial instruments of Berkshire, which subordination shall be on terms satisfactory to Berkshire.

4. Non-Recourse Financing: In exchange for the Capital, Berkshire shall issue to the Funding Group some combination of long-term debt and preferred stock in such proportion so as to maintain Berkshire's debt-to-equity ratio within a range acceptable to Berkshire acting reasonably; such obligations shall be without recourse to Berkshire. The amounts required shall be established so as to provide a return of invested Capital and market-based interest and return on the Capital recoverable over an amortization period not to exceed twenty-five (25) years. The terms and conditions pursuant to which such non-recourse financing is to be provided including whether the payments to the Funding Group shall be derived solely out of revenues received by Berkshire under the Transportation Agreement or, in the alternative, whether the Funding Group or some other entity shall act as guarantor of Altresco's obligations under the Transportation Agreement, shall be agreed upon by

Berkshire and the Funding Group, in writing, within ninety (90) days following execution of this Agreement. It is understood and agreed that such non-recourse financing shall be consistent with all governing statutes, rules and regulations as well as any and all proscriptions or covenants contained in Berkshire's trust indentures and similar financial instruments.

5. Term: This Agreement shall be effective upon execution and shall be coterminous with the term of the Transportation Agreement but shall terminate in the event that (1) written agreements, as required by sections 2 and 4, are not executed within ninety (90) days from the date of execution of this Agreement and (2) the Transportation Agreement is terminated pursuant to Article 6 of that Agreement. Upon termination, the rights and obligations of Altresco and Berkshire shall be governed by section 6.3 of the Transportation Agreement.

IN WITNESS WHEREOF, the parties hereto have
executed this Agreement as of the day and year first
written above.

ALTRESCO, INC.

By: *J. Schneppach*
President

THE BERKSHIRE GAS COMPANY

By: *Michael J. Marone*
Vice-President & Treasurer

NATURAL GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into this 15th day of March, 1989, by and between THE BERKSHIRE GAS COMPANY, a Massachusetts corporation, hereinafter referred to as "Transporter," and ALTRESCO, INC., a Colorado corporation, hereinafter referred to as "Shipper."

WITNESSETH:

WHEREAS, Shipper has requested that Transporter transport and deliver certain quantities of natural gas from a mutually agreed upon point of interconnection between the pipeline facilities of Transporter and Tennessee (as defined herein) to Shipper's cogeneration facility to be constructed in Pittsfield, Massachusetts; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, the Parties hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 When used in this Agreement, whether in the singular or in the plural, the following words and terms shall have the following meaning:

- (a) Btu: British Thermal Unit; the amount of heat required to raise the temperature of one (1) pound of distilled water from fifty-nine degrees (59°) Fahrenheit to sixty degrees (60°) Fahrenheit, at a constant pressure of fourteen and seventy-three one hundredths (14.73) PSIA.
- (b) Business Day: a Day which is not a Saturday, Sunday or other Day on which commercial establishments in Pittsfield, Massachusetts or Denver, Colorado are authorized by law or executive order to remain closed.
- (c) Commercial Operation Date: 12:01 a.m. on the first day of the month following the date Shipper designates, in writing, as the initial date of commercial operation of the initial electrical generating capability of

Shipper's cogeneration facility, which shall not precede the later to occur of (i) substantial completion of the cogeneration facility for purposes of the cogeneration facility's construction contract, (ii) the initial date upon which the cogeneration facility generates at least eighty thousand kilowatts (80,000 KW) of electricity continuously for a period of eight (8) consecutive hours, or (iii) the date on which the cogeneration facility has met all requirements necessary for either the Massachusetts Electric Company or the New England Power Company to claim the capability of the facility in meeting its capability responsibility requirements under the New England Power Pool Agreement dated September 1, 1971, as amended.

- (d) Contract Year: the first Contract Year shall be the period beginning on the Commercial Operation Date and continuing for a period of twelve (12) consecutive months thereafter; each successive Contract Year shall be the period of twelve (12)

consecutive months commencing with the end of the preceding Contract Year.

- (e) Day: a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m. (Pittsfield, Massachusetts time), or at such other hour as Transporter and Shipper agree upon.
- (f) Distribution Line: the pipeline of approximately eleven and one-half (11.5) miles in length to be constructed by Transporter from the initial Point of Receipt to the Point of Delivery so as to be able to transport and deliver no less than Shipper's and Transporter's maximum daily quantities, as set forth in sections 2.1 and 5.1.
- (g) Facilities: the Distribution Line and all related equipment, including but not limited to measurement equipment, needed by Transporter to receive natural gas at the initial Point of Receipt and to transport and deliver such natural gas to Shipper at the Point of Delivery.

- (h) Lender: any entity or entities which supply capital, whether in the form of debt or equity, to Shipper for Shipper's cogeneration facility and/or for the Facilities.
- (i) MMBtu: one million (1,000,000) Btu's.
- (j) O&M Expenses: all costs and expenses incurred or accrued by Transporter and directly attributable or appropriately allocable to Transporter in connection with owning, operating and maintaining the Facilities (except to the extent that Altresco elects to capitalize such expenses pursuant to section 3.4), those costs incurred in connection with regulatory requirements and all property, excise, sales or other taxes now existing or hereinafter imposed on Transporter as a result of Transporter's construction, ownership or utilization of the Facilities.
- (k) Party: either Shipper or Transporter as the context may require.

- (l) Point of Delivery: the point at which natural gas shall be delivered by Transporter to Shipper. The Point of Delivery hereunder shall be at the interconnection between Transporter's Distribution Line and Shipper's cogeneration facility in Pittsfield, Massachusetts.
- (m) Point of Receipt: the point or points at which all natural gas subject to this Agreement is received by Transporter for delivery to Shipper. The initial Point of Receipt shall be at an interconnection between Transporter and Tennessee to be constructed at or near Tennessee's main line valve no. 256. The Parties may agree from time to time, subject to appropriate regulatory approvals, in writing, on different or additional Point(s) of Receipt under this Agreement.
- (n) Point of Interconnection: the point at which the Facilities and Transporter's distribution system interconnect immediately downstream of the Point of Delivery.

- (o) Prime Interest Rate: the rate of interest announced publicly by Chase Manhattan Bank, N.A. in New York, New York from time to time as its prime, or the equivalent, commercial lending rate offered by said bank to its best commercial customers.
- (p) PSIA: pounds per square inch absolute.
- (q) Tennessee: Tennessee Gas Pipeline Company and its affiliates.

ARTICLE 2 - QUANTITIES

2.1 During the term of this Agreement, and subject to the terms and conditions of this Agreement, Shipper may nominate and, upon receipt of such nomination, Transporter shall receive for transportation for the account of Shipper at the Point of Receipt natural gas up to a maximum daily quantity of forty thousand (40,000) MMBtu's and shall on a firm basis transport and deliver an equivalent quantity to Shipper at the Point of Delivery for exclusive use at Shipper's cogeneration facility.

2.2 Subject to section 11.2, on any Day or Days during which Transporter will not fully utilize the five thousand (5,000) MMBtu's of firm capacity provided for

pursuant to section 5.1, Shipper may request interruptible transportation on behalf of Shipper from the Point of Receipt of additional natural gas. The quantity of natural gas to be so transported as described herein shall not exceed the unused portion of Transporter's firm capacity rights under section 5.1 for the particular Day upon which interruptible transportation is being requested by Shipper in accordance with this section 2.2. Upon such request of Shipper, Transporter shall transport and deliver, on an interruptible basis, an equivalent quantity of natural gas requested pursuant to this section 2.2.

ARTICLE 3 - FACILITIES

3.1 Transporter shall design, install, construct, inspect, test, operate, repair, replace and maintain the Facilities in accordance with Transporter's own specifications, in accordance with sound and prudent natural gas industry practice and in accordance with all laws, rules, regulations, orders and directives of any applicable authority having jurisdiction.

3.2 Prior to construction, Transporter shall submit to Shipper for review its plans for the design, installation and construction of the Facilities, such plans to include an estimate of the total cost of design, construction and installation. Such estimate as provided

by Transporter in accordance herewith shall segregate the total estimated cost of such design, construction and installation into standard cost categories (the "Segregated Cost Estimates") to be established in a form to be agreed upon by the Parties. Shipper shall have thirty (30) Days following its receipt of Transporter's plans to review them and to provide in writing any suggestions for revisions to such plans. In the event and to the extent that Shipper fails to respond within such thirty (30) Day period, Transporter's plans for the design, installation and construction of the Facilities, and related cost estimates, if any, shall be deemed unobjectionable to Shipper in all respects. The Facilities shall be designed, installed, constructed, operated and maintained so as to supply natural gas on a firm basis in accordance with the then current requirements of Shipper's cogeneration facility. It is the intent of the Parties that the cost of the Facilities shall be reasonably consistent with the estimate provided by Transporter in accordance with this section 3.2, taking into account such matters as, without limitation, inflation, unforeseen delays and shortages matters arising from weather or natural catastrophes, governmental orders, regulation or action. In the event that Transporter determines that the actual cost for a

particular component of the design, installation and construction costs of the Facilities will exceed the corresponding and appropriate Segregated Cost Estimate by twenty percent (20%) or more, Transporter shall notify Shipper of such event.

3.3 Shipper and Shipper's Lenders shall provide to Transporter sufficient funds to pay for the aggregate cost of Facilities through the provision of Capital, as specified in the Support Agreement to be executed contemporaneously with the execution of this Agreement.

3.4 If, at any time during the term of this Agreement, Transporter reasonably determines that it is necessary to (i) replace all or some portion of the Facilities, (ii) relocate all or some portion of the Facilities to comply with a law, rule, regulation, order or directive of any applicable authority having jurisdiction, or (iii) repair all or some portion of the Facilities and the cost of each such particular event of repair exceeds ten thousand dollars (\$10,000) (it being understood that the cost of a particular event of repair less than or equal to ten thousand dollars (\$10,000) shall be recoverable by Transporter under section 4.2), then Shipper and/or Shipper's Lenders shall reimburse Transporter for the cost of such replacement, relocation or repair. Shipper shall elect, in its sole discretion,

whether to (i) reimburse Transporter for the cost of such replacement, relocation or repair by treating all or a portion of such cost as an O&M Expense payable to Transporter as a component of the Operational Charge, as defined in section 4.2, (ii) treat all or the balance of such cost, if any, as a capitalized expense (the "Capitalized Expenses") payable to Transporter pursuant to section 3.3 and the Support Agreement or (iii) require that Transporter, to the extent feasible, finance the cost of such replacement, relocation or repair in which case such cost, with a carrying charge calculated at Transporter's actual cost of capital, shall be recovered from Shipper through an adjustment to the Operational Charge, as defined in section 4.2, over an amortization period to be agreed upon by the Parties. Notwithstanding the foregoing, if, during the final four (4) Contract Years of this Agreement, Transporter determines that Transporter must repair, relocate or replace all or some portion of the Facilities to comply with a law, rule, regulation, order or directive of any applicable authority having jurisdiction, the Parties shall agree to an adjustment to the term of this Agreement or, in the alternative, upon the terms and conditions pursuant to which Shipper and/or Shipper's Lenders shall reimburse Transporter for a fair and equitable percentage of the costs incurred in connection with such repair, relocation

or replacement, taking into consideration the remaining term of this Agreement, the cost of the repair, relocation or replacement in relation to the original Capital, the remaining useful life of the Facilities following the repair, relocation or replacement and the percentage of the total throughput utilized by Transporter in transporting natural gas through the Facilities for Transporter's own system supply needs or to serve other customers. If such repair, relocation or replacement during such final four (4) Contract Years is not required to comply with a law, rule, regulation, order or directive, the Parties shall meet to determine whether Shipper and/or Shipper's Lenders should reimburse Transporter as well as the terms and conditions pursuant to which such reimbursement is made. In no event shall Shipper or Shipper's Lenders be responsible for or liable to Transporter for reimbursement of the cost of repair or replacement to the extent that Shipper is able to demonstrate that such cost arises from the repair or replacement of the Facilities as a result of or caused by the action of any other customer of Transporter utilizing the Facilities.

3.5 If, at any time during the term of this Agreement, the Parties wish to utilize the Facilities, either on a firm or interruptible basis, to transport quantities of natural gas in excess of the sum of

Shipper's and Transporter's firm capacity rights under Article 2 or Article 5, respectively, the Parties shall meet to agree on the terms and conditions under which either Party may so utilize the Facilities.

3.6 If, at any time subsequent to the submission of Transporter's plans for the design, installation and construction of the Facilities to Shipper for review, Transporter determines that the total cost of design, installation and construction will exceed the estimated cost provided by Transporter to Shipper pursuant to section 3.2 by twenty percent (20%) or more, Transporter shall immediately notify Shipper in writing, specifying the reasons for the increase in costs and a revised estimate of the total cost for the design, installation and construction of the Facilities.

ARTICLE 4 - RATE FOR SERVICE

4.1 This Agreement provides for transportation of natural gas by Transporter for the account of Shipper on a cost of service basis plus a throughput charge. In accordance therewith, Shipper shall pay Transporter for firm transportation service rendered by Transporter pursuant to the terms and conditions of this Agreement through the payment of a monthly Contract Charge. The monthly Contract Charge shall consist of an Operational

Charge, as defined in section 4.2, a Finance Charge, as defined in section 4.3, and a Throughput Charge, as defined in section 4.4.

4.2 Shipper shall reimburse Transporter for all O&M Expenses through the payment of an Operational Charge. As of the first Contract Year, the Operational Charge shall be a rate of one and one-half cents (\$.015) per MMBtu to be recovered over an assumed daily natural gas throughput of thirty-one thousand, five hundred (31,500) MMBtu's during the Contract Year. At the end of each Contract Year, Transporter shall reasonably determine its actual O&M Expenses during such Contract Year and shall reconcile that amount with the amount recovered by Transporter through the Operational Charge during the Contract Year. To the extent that Transporter's actual O&M Expenses exceed the amounts recovered through the Operational Charge, Transporter shall be entitled to recover the excess, with interest calculated at the Prime Interest Rate from a date which is six (6) months from the beginning of the Contract Year, as a surcharge to be added to the Operational Charge and amortized ratably each month during the succeeding Contract Year. To the extent that the amounts recovered through the Operational Charge exceed Transporter's actual O&M Expenses, Shipper shall be entitled to recover the excess, with interest calculated

at the Prime Interest Rate from a date which is six (6) months from the beginning of the Contract Year, as a credit to the Operational Charge to be amortized ratably each month during the succeeding Contract Year. The Parties may agree from time to time in writing to adjust the Operational Charge to more accurately recover Transporter's anticipated O&M Expenses during each Contract Year.

4.3 Shipper shall advance amounts to Transporter for all payments to be made by Transporter on the long-term debt and for the preferred stock under the Support Agreement through the payment of a Finance Charge throughout the primary term of this Agreement. The Parties shall agree in writing on the amount of the monthly Finance Charge to be paid by Shipper within ten (10) days after the Funding Group, as defined in the Support Agreement to be executed contemporaneously with the execution of this Agreement, has provided Transporter with the Capital pursuant to section 2 of the Support Agreement.

4.4 Subject to the limitation set forth in section 4.5, Shipper shall pay to Transporter a monthly Throughput Charge beginning in the first month of the fifth (5th) Contract Year. From the first month of the fifth (5th) Contract Year through the final month of the

ninth (9th) Contract Year, the monthly Throughput Charge shall be computed as the product of (i) the number of MMBtu's actually transported by Transporter for the account of Shipper through the Facilities during the month and (ii) a rate of one and one-half cents (\$.015) per MMBtu. From the first month of the tenth (10th) Contract Year through the final month of the nineteenth (19th) Contract Year, the monthly Throughput Charge shall be computed as the product of (i) the number of MMBtu's actually transported by Transporter for the account of Shipper through the Facilities during the month and (ii) a rate of three and one-half cents (\$.035) per MMBtu. From the first month of the twentieth (20th) Contract Year through the final month of the twenty-fifth (25th) Contract Year, the monthly Throughput Charge shall be computed as the product of (i) the number of MMBtu's transported by Transporter for the account of Shipper through the Facilities during the month and (ii) a rate which is the greater of (x) five and one-half cents (\$.055) per MMBtu or (y) the rate of three and one-half cents (\$.035) per MMBtu escalated annually and cumulatively by the percentage change from year to year in the Consumer Price Index from the first month of the tenth (10th) Contract Year through the final month of the nineteenth (19th) Contract Year.

4.5 It is understood and agreed that the total transportation charges for which Shipper is entitled to reimbursement under the Power Purchase Agreement dated December 9, 1987 by and between Altresco Pittsfield, Inc. and Massachusetts Electric Company, as amended, (the "Power Purchase Agreement") is limited by a ceiling which ceiling escalates annually (the "PPA Ceiling"). In the event and to the extent that Transporter's recovery of a monthly Throughput Charge, as calculated pursuant to section 4.4, would result in total transportation charges payable by Shipper in excess of the PPA Ceiling, as escalated, Shipper shall be entitled to defer payment of such excess as hereinafter provided (the "PPA Excess"). Instead, Transporter shall accumulate and carry forward into succeeding Contract Years such cumulative and unpaid PPA Excess amounts, with interest calculated at the Prime Interest Rate from the date of deferral, to be recovered by Transporter through the Throughput Charge as soon as possible consistent with the existing PPA Ceiling. Notwithstanding the foregoing, in the event that this Agreement is terminated while there exists a deferred and unpaid PPA Excess, Shipper shall pay to Transporter the amount of such PPA Excess, with interest thereon calculated at the Prime Interest Rate from the date of deferral of such PPA Excess, within sixty (60) Days after such termination of this Agreement.

4.6 The Parties agree that, prior to the Commercial Operation Date, Shipper may require the transportation and delivery by Transporter of quantities of natural gas needed for the start-up and testing of Shipper's cogeneration facility. Following completion of the construction of the Facilities, Transporter shall transport and deliver quantities of natural gas, up to the maximum daily quantity set forth in section 2.1, to Shipper at the Point of Delivery. Shipper shall pay Transporter for all natural gas delivered prior to the Commercial Operation Date through the payment of the Operational Charge as defined in section 4.2.

ARTICLE 5 - TRANSPORTER'S CAPACITY RIGHTS

5.1 Transporter shall have the right to transport on a firm basis through the Facilities from the Point of Receipt to the Point of Interconnection a quantity of natural gas of up to five thousand (5,000) MMBtu's per Day for Transporter's own system supply needs and/or transportation on behalf of Transporter's other customers. Transporter shall be responsible for the payment of all costs incurred to design, install, construct, inspect, test, operate, repair, replace or maintain all equipment, including measurement equipment, necessary from the Point of Delivery to Transporter's

distribution system, including, but not limited to, costs associated with the installation of equipment at the Point of Interconnection. Transporter shall not be required to make any payment to Shipper for the use of the capacity rights provided by this section 5.1. The Parties shall subsequently agree, in writing, on the operating procedures to be followed to ensure that (i) Shipper shall not interfere with Transporter's right to firm capacity under this section 5.1 and (ii) Transporter's utilization of the Facilities pursuant to this section 5.1 does not impair the transportation of Shipper's maximum daily requirement as set forth in section 2.1 and that the quantity and time limitations contained herein are met. Nothing in this section 5.1 shall be construed as imposing on Shipper any obligation to arrange or pay for the transportation of natural gas on either the Canadian or United States interstate pipelines for the account of Transporter.

5.2 In addition to the right to transport gas through the Facilities pursuant to section 5.1, on any Day or Days during which Shipper will not fully utilize its maximum daily quantity provided for in section 2.1, Transporter shall have the right to transport, on an interruptible basis, additional quantities of natural gas which such additional quantities shall not exceed the

unused portion of Shipper's maximum daily quantity, through the Facilities and shall have the right to receive such additional quantities of natural gas at the Point of Interconnection. The rights of Transporter as described within this section 5.2 shall be subject to the execution of an agreement between the Parties as to the operating procedures to be followed to ensure that Transporter's utilization of the Facilities pursuant to this section 5.2 does not in any way impair the receipt of Shipper's maximum daily quantity of natural gas at the cogeneration facility.

5.3 If, at any time during the term of this Agreement, the operation of Shipper's cogeneration facility is interrupted as a result of Transporter's receipt of natural gas at the Point of Interconnection pursuant to sections 5.1 or 5.2, Shipper shall have the right to require that Transporter take all necessary action to ensure that such interruption is ended and does not reoccur.

ARTICLE 6 - TERM AND TERMINATION

6.1 This Agreement shall be effective as of the satisfaction of the conditions precedent set forth in section 19.1 and shall remain in effect for a primary term of twenty-five (25) Contract Years. The Parties may

extend the term of this Agreement, on such terms and conditions as the Parties, acting reasonably, may agree, up to three (3) times, for an additional period of five (5) years each time the Agreement is so extended; provided, however, that this Agreement may be extended as provided herein if and only if the Parties agree to so extend the term no less than three (3) months prior to the end of the Agreement's primary term, or extension thereof, as the case may be, in accordance with this section 6.1.

6.2 This Agreement may be terminated at the option of Shipper, effective upon ten (10) Days written notice, if (i) Shipper reasonably concludes that Transporter will not receive all necessary permits, licenses and approvals, as required by Article 7, by July 31, 1989 and further that Shipper reasonably concludes that the Parties cannot reach agreement on a modification or amendment to the Agreement as required by section 19.1 so as to obtain such permit, license or approval despite diligent efforts to reach such agreement; (ii) Transporter fails to receive all necessary permits, licenses and approvals, as required by Article 7, by July 31, 1989 and such failure will result in a frustration of the cogeneration project; (iii) Transporter notifies Shipper, pursuant to section 3.6, that the total cost of the Facilities will exceed the estimated cost by

at least twenty percent (20%); or (iv) Transporter breaches any material term and condition of this Agreement. The Parties may agree, in writing, to extend the time to obtain all necessary permits, licenses and approvals, as required by Article 7, beyond July 31, 1989.

6.3 Upon termination of this Agreement pursuant to section 6.2, Shipper shall be responsible for and liable to Transporter to pay promptly all costs and expenses incurred by Transporter for the design, construction and installation of the Facilities prior to the effective date of termination. Upon termination, Shipper shall be entitled to a credit against any amount due and owing to Transporter pursuant to this section 6.3 for the costs and expenses incurred by Transporter in designing and constructing any portion of the Facilities that Transporter reasonably determines that it can utilize in any other portion of its natural gas distribution system. Shipper shall also be entitled to take possession and make use of any and all materials and equipment for which payment is made to Transporter pursuant to this section 6.3. Following termination, Transporter acknowledges Shipper's right to make alternative arrangements for the transportation of natural gas to Shipper's cogeneration facility. Transporter shall use its best efforts to assist Shipper at Shipper's expense in

filing for and obtaining all governmental authorizations needed by Shipper in making alternative supply and transportation arrangements.

ARTICLE 7 - GOVERNMENT REGULATION

7.1 This Agreement is subject to the receipt of all appropriate regulatory authorizations required for the receipt and transportation of natural gas by Transporter and the delivery thereof to Shipper at the Point of Delivery. The Parties shall at all times perform their obligations under this Agreement in full accord with all applicable laws, ordinances, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control over the Parties, their facilities and the transportation of natural gas hereunder.

7.2 Transporter shall promptly endeavor to secure all governmental authorizations which may be required to permit it to perform its obligations under this Agreement including, without limitation, authorization from the Massachusetts Energy Facilities Siting Council to construct and install the Facilities and authorization from the Massachusetts Department of Public Utilities to transport natural gas under this Agreement. Shipper shall provide as much assistance as is reasonably requested by Transporter, including, without limitation,

supplying witnesses to testify before governmental authorities, in applying for and in obtaining all necessary permits, licenses and approvals. Transporter shall exercise its best efforts to obtain all such permits, licenses and approvals by July 31, 1989.

7.3 The Parties acknowledge and agree that it is their intention that Transporter fully recover all costs and expenses actually incurred in rendering transportation service under this Agreement. If, as a result of circumstances not presently known or contemplated by the Parties, Transporter's performance of its obligations under this Agreement following the tenth (10th) Contract Year would result in a situation where Transporter is prevented from recovering its actual cost and expenses incurred under this Agreement, the Parties shall meet to modify or amend this Agreement in a mutually agreeable fashion which both preserves the essential business terms of the Agreement and comports with the intentions of the Parties as expressed in this section 7.3. Disputes between the Parties under this section 7.3 which cannot be resolved by agreement shall be submitted to the Massachusetts Department of Public Utilities for resolution.

ARTICLE 8 - QUALITY, PRESSURE AND MEASUREMENT

8.1 Natural gas delivered on behalf of Shipper to Transporter at the Point of Receipt and natural gas delivered by Transporter to Shipper at the Point of Delivery shall meet the quality specifications of Tennessee.

8.2 If Tennessee or any other applicable interstate natural gas pipeline is able to deliver to Transporter on behalf of Shipper at the Point of Receipt natural gas at a constant pressure of at least four hundred and fifty (450) pounds (PSIA), then such natural gas shall be delivered by Transporter to Shipper at the Point of Delivery at a minimum pressure of at least three hundred and twenty-five (325) pounds (PSIA). In no event shall Transporter be obligated to deliver natural gas to Shipper at a pressure higher than that received by Transporter for Shipper's account at the Point of Receipt unless the Parties so agree and all equipment and appurtenances necessary for the delivery of such gas are provided at Shipper's expense.

8.3 Transporter shall install, operate and maintain, at Shipper's expense, at or near the Point of Receipt and, if necessary, at or near the Point of Delivery, all required measuring equipment, including all

necessary appurtenances. The quantities of natural gas subject to this Agreement shall be measured in accordance with the published recommendations of the American Gas Association, as amended or superseded from time to time. Shipper shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with Transporter's measuring equipment or checking the measurement of deliveries hereunder. Transporter shall preserve for a period of at least one (1) year all test data, charts and other similar measurement records and, upon written request by Shipper, shall submit copies of such records to Shipper for inspection and verification, subject to return within ten (10) days after receipt thereof. If, at the end of such one (1) year period, Transporter proposes to destroy or discard any data, charts or measurement records, Transporter shall so notify Shipper and Shipper shall have the right to take possession of any or all such materials.

ARTICLE 9 - BILLING

9.1 Transporter shall render to Shipper a statement on or before the tenth (10th) day of each month specifying the quantity of natural gas delivered to the Point of Delivery during the preceding month and all

charges for the transportation of such quantity pursuant to Article 4.

9.2 Shipper shall have the right to examine, at reasonable times, the books, records and charts of Transporter, or true and correct copies thereof, to the extent necessary to verify the accuracy of any statement, charge or computation made hereunder or pursuant to any of the provisions hereof.

ARTICLE 10 - PAYMENT

10.1. Shipper shall pay Transporter on or before the last Business Day of the month in which the statement is received. If presentation of Transporter's statement is delayed beyond the tenth (10th) Day of the month, then the time for payment shall be extended one Day for each corresponding Day of delivery. Payment shall be made either by check or wire transfer to a bank designated by Transporter.

10.2 If Shipper shall find at any time within eighteen (18) months after the date of receipt of any statement rendered by Transporter pursuant to Article 9 that it has been overcharged in the amount billed in such statement, and if said overcharge shall have been paid and Shipper shall have made a claim with respect thereto within such eighteen (18) month period, the overcharge, if

verified by Transporter, shall be refunded within thirty (30) Days, with interest calculated in accordance with section 10.4 hereof. If Transporter shall find at any time within eighteen (18) months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for such undercharge to Shipper, and Shipper, upon verifying the same, shall pay to Transporter the amount of the undercharge, with interest calculated in accordance with section 10.4 hereof.

10.3 If Shipper reasonably disputes any amount specified on Transporter's statement, Shipper shall so advise Transporter giving the reasons therefor. The Parties shall exercise their best efforts to resolve such dispute as soon as possible with the understanding that time is of the essence. If the Parties have not resolved the dispute within thirty (30) Days of Shipper advising Transporter of such dispute, Shipper shall elect to either (i) pay the amount in dispute pending continued efforts between the Parties to resolve the dispute; (ii) post a bond or its equivalent to guarantee Transporter access to funds with which to pay the amount in dispute if required upon ultimate resolution of such dispute; or (iii) proceed pursuant to the procedures set forth in section 10.4 with respect to the accrual of interest on the amount in

dispute, Transporter's right to suspend deliveries and Shipper's right to cure. Shipper shall promptly notify Transporter of its election. Irrespective of which option is selected by Shipper, the Parties shall continue to exercise their best efforts to resolve the dispute as soon as possible.

10.4 Except to the extent otherwise provided for in section 10.3, if Shipper does not pay the amount shown due and owing within the time period set forth in section 10.1, Transporter shall accrue interest on the amount unpaid at the Prime Interest Rate, compounded monthly. If such nonpayment continues for a period of ninety (90) Days, then, effective upon fifteen (15) Days written notice to Shipper, Transporter shall have the right to suspend deliveries of natural gas to Shipper at the Point of Delivery until payment is made, in which case Transporter shall not suspend deliveries of natural gas if Shipper cures its nonpayment within such fifteen (15) Day period.

ARTICLE 11 - NOMINATIONS

11.1 Shipper shall nominate its schedule of daily quantities of natural gas to be delivered by Transporter at the Point of Delivery at the same time Shipper nominates its schedule of deliveries to Tennessee. Shipper's failure to nominate shall cause continuation of the last nomination received by

Transporter. No less than sixty (60) Days prior to the Commercial Operation Date, Transporter shall notify Shipper, in writing, of the name and telecopier number to whom and to which Shipper's nomination shall be sent and Shipper shall notify Transporter, in writing, of the name and telecopier number to whom and to which written confirmation of the receipt of such nomination shall be sent. Either Party, by written notice to the other, may change its designated recipient for nominations or confirmation thereof. Each Party shall arrange to have an individual available at all times to receive notification from the other Party in the event of an emergency.

11.2. Transporter shall notify Shipper, in writing, of its schedule of daily quantities of natural gas to be delivered to Transporter utilizing the firm capacity rights provided for under section 5.1 at the same time Transporter nominates its schedule of deliveries to Tennessee or other applicable interstate pipeline. If, following receipt of such notification, Shipper determines that it will require transportation of natural gas utilizing any unused portion of Transporter's firm capacity rights under section 5.1 for one or more Days during a month, Shipper shall so advise Transporter at the same time that Shipper nominates such quantities with Tennessee but in no event less than twenty-four (24) hours

prior to the first Business Day of such month, specifying the additional quantities to be delivered and the schedule for deliveries. Transporter shall notify Shipper as soon as possible if Transporter determines that it will be unable to deliver to the Point of Delivery such additional quantities. Shipper shall pay Transporter for all quantities of natural gas delivered by Transporter pursuant to sections 2.2 and 11.2 at the Point of Delivery at a rate which is the sum of the Operational Charge, as defined in section 4.2, and, if applicable, the Throughput Charge, as defined in section 4.4.

11.3 Shipper shall use its best efforts to nominate its natural gas requirements for each month as accurately as possible. In the event that, subsequent to submission of its nomination, Shipper determines that its daily natural gas requirements will exceed the quantities nominated, Shipper shall immediately so inform Transporter, which such notice shall be given not less than twenty-four (24) hours prior to the Business Day for which Shipper requests revised transportation quantities or such other minimum notice requirement as may be imposed by Tennessee to nominate revised transportation quantities. Upon receipt of such notification, Transporter shall make best efforts to deliver the revised schedule of natural gas deliveries up to the maximum daily

quantity to Shipper at the Point of Delivery. Both Parties shall exercise reasonable efforts to take delivery of natural gas in uniform hourly quantities.

ARTICLE 12 - INTERIM TRANSPORTATION ARRANGEMENTS

12.1 If, as of the date on which Shipper's cogeneration facility is scheduled to commence start-up and testing operations. Transporter has not completed the construction and installation of the Facilities, Transporter shall exercise its best efforts, at Shipper's expense, to make interim transportation arrangements for the delivery of up to Shipper's maximum daily quantity as set forth in section 2.1 until the Facilities are in service, consistent with Transporter's service obligations under the laws of the Commonwealth of Massachusetts, including, without limitation, the interests of Transporter's firm ratepayers, the rules, regulations and orders of the Massachusetts Department of Public Utilities and Transporter's natural gas tariff, as approved by the Massachusetts Department of Public Utilities. This section 12.1 shall survive termination of this Agreement pursuant to Article 6.

ARTICLE 13 - FORCE MAJEURE

13.1 If, by reason of the occurrence of an event of force majeure, either party hereto is rendered unable

to exercise all or some part of its rights or to perform all or some part of its obligations, and if such inability of exercise or performance could not have been prevented or overcome or cannot be remedied with the exercise of due diligence by such party, the exercise of such rights and the performance of such obligations shall be suspended, to the extent that the party claiming force majeure has been rendered unable to exercise such rights or perform such obligations, during the pendency of the force majeure event. The party claiming force majeure shall give notice and reasonably full particulars of such event, in writing or by telex, telegraph or other written form of telecommunication, to the other within a reasonable time after the occurrence thereof.

13.2 For purposes of this Agreement, the term "force majeure" shall include but not be limited to the following: any Acts of God, lightning, storms, earthquakes, landslides, floods, washouts, fires, explosions, ruptures, breakage of or accidents to pipeline, plant, machinery and equipment, shortages of necessary labor, strikes, lockouts, other industrial disturbances, civil disturbances, sabotage, acts of the public enemies, war, blockages, laws, orders, rules, regulations, acts or restraints by a court, regulatory authority or a government or governmental body or

authority, civil or military, interruption or curtailment of natural gas supplies or transportation thereof, inability to obtain or revocation, suspension or amendment of any permit, license, certificate or authorization of any governmental or regulatory body required to perform or comply with any obligation or condition of this Agreement, and any other cause, whether herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension which by the exercise of due diligence such Party is unable to prevent or overcome.

13.3 Notwithstanding any other provision herein, the Parties agree that a lack of funds or other financial cause shall not in any circumstance be an event of force majeure.

13.4 Notwithstanding any other provision herein, the Parties agree that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the Party involved.

ARTICLE 14 - NOTICES

14.1 All notices and other communications, except nominations, required or permitted by this Agreement shall be in writing and shall be delivered by hand, or mailed by courier delivery, or sent by written electronic communication to the addressee as follows:

Shipper: Altresco, Inc.
Attention: Mr. Glen R. Schuepbach
600 South Cherry Street
Suite 1200
Denver, Colorado 80222
Telephone No.: 303-320-8306
Telecopier No.: 303-321-6133

cc: Barry Curtiss-Lusher, Esq.
3430 East 7th Avenue Parkway
Denver, Colorado 80206
Telephone No.: 303-333-4636
Telecopier No.: 303-331-8977

Transporter: The Berkshire Gas Company
Attention: Gas Supply
115 Cheshire Road
Pittsfield, Massachusetts 01201
Telephone No.: 413-442-1511
Telecopier No.: 413-442-1511
ext. 246

cc: The Berkshire Gas Company
Attention: Chief Executive
Officer
115 Cheshire Road
Pittsfield, Massachusetts 01201

Either Transporter or Shipper, by written notice to the other, may change its address or add other parties to be notified.

14.2 Notice and communications sent by written electronic communication or delivered by hand shall be conclusively deemed to have been received at the opening of business in the office of the addressee on the Business Day next following the sending thereof. If a notice is delivered by prepaid "overnight" courier service, it shall be conclusively deemed to have been received by the

addressee on the second (2nd) Business Day following the sending thereof. For a notice hereunder to be effective, it shall be received within the period, if any, prescribed for it in this Agreement.

ARTICLE 15 - RISK OF LOSS

15.1 As between Shipper and Transporter, risk of loss for all quantities of natural gas delivered hereunder shall pass from Shipper to Transporter at the Point(s) of Receipt and from Transporter to Shipper at the Point of Delivery. Risk of loss for all quantities of natural gas received by Transporter under Article 5 shall pass from Shipper to Transporter at the Point of Interconnection.

15.2 Shipper covenants and agrees with Transporter that all natural gas delivered by Shipper to Transporter at the Point(s) of Receipt pursuant to this Agreement shall be delivered by Shipper free from all liens and adverse claims and that Shipper has good and clear title to such gas upon delivery.

15.3 Transporter covenants and agrees with Shipper that all natural gas transported and delivered by Transporter to Shipper at the Point of Delivery pursuant to this Agreement shall be delivered by Transporter free from all liens and adverse claims which may arise on account of the acts or omissions of Transporter.

ARTICLE 16 - GOVERNING LAW

16.1 The validity or meaning of this Agreement and the rights and obligations of the Parties with respect to performance under this Agreement shall be construed and resolved under the laws of the Commonwealth of Massachusetts. The Parties agree that, except as set forth in section 7.3, courts located within the Commonwealth of Massachusetts shall have personal jurisdiction over any dispute between the Parties under this Agreement, subject to G.L. c. 223, and that actions and suits in connection with such dispute may only be commenced and prosecuted in such courts.

ARTICLE 17 - SEVERABILITY

17.1 If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

ARTICLE 18 - WAIVER

18.1 A waiver of a breach of a provision hereof shall not be binding upon a Party unless the waiver is in writing and the waiver shall not affect such Party's rights with respect to any other or future breach.

ARTICLE 19 - ADDITIONAL COVENANTS

19.1 The Parties recognize and acknowledge that, upon execution, this Agreement shall be submitted for review and approval to (i) governmental agencies as required by Article 7 including, but not limited to, the Massachusetts Department of Public Utilities; (ii) Massachusetts Electric Company, as the purchaser of the net electric output of Shipper's cogeneration facility, and (iii) Shipper's Lenders. The receipt of all such approvals shall be a condition precedent to the effectiveness of this Agreement. In the event that any modification or amendment to this Agreement is necessary to secure such approvals, the Parties covenant and agree that each will cooperate with the other to reach agreement on such modification or amendment which best preserves the business terms of the Agreement.

19.2 Transporter covenants and agrees that, as soon as reasonably possible following execution of this Agreement, Transporter shall submit to Tennessee for review and approval its plans for the interconnection of Transporter's Distribution Line with Tennessee's interstate pipeline at or near Tennessee's main line valve no. 256. Transporter shall exercise its best efforts to obtain Tennessee's approval of such plans in a timely fashion.

19.3 It is expressly agreed that three (3) agreements be executed contemporaneously in order to reflect the understanding and intent of the Parties and that such agreements consist of this Agreement, a Support Agreement and a Fuel Purchase Agreement and further that such agreements are intended to create concurrent obligations thereunder. To that end, and without limitation implied, it is expressly acknowledged that the obligation of Transporter to construct the Facilities is contingent upon the consummation of the provisions of the Support Agreement which obligates the Shipper to cause the funding, both during construction and on a permanent basis, of the costs incurred by Transporter in connection with such construction.

ARTICLE 20 - INUREMENT AND ASSIGNMENT

20.1 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties.

20.2 Shipper covenants and agrees with Transporter in the event of a sale, assignment, conveyance, lease or transfer of assets constituting all or part of Shipper's cogeneration facility to a third party, that a condition of such sale, assignment, conveyance, lease or transfer shall be that the third

party shall covenant to assume and to perform the obligations of the Shipper under this Agreement. This Agreement shall be deemed to be a covenant running with the land with respect to the land or lease on which Shipper's cogeneration facility is located and a memorandum of this Agreement shall be recorded in the appropriate recording office to provide actual and constructive notice hereof.

20.3 This Agreement shall not be assigned by Shipper or Transporter without the prior written consent of the other which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Transporter hereby consents to the assignment of this Agreement to Shipper's Lender(s), as collateral security for the performance of Shipper's obligations in connection with the financing of Shipper's cogeneration facility as well as to the assignment of all or any portion of Shipper's interest in this Agreement to any corporation or partnership affiliated with Shipper provided that such consent shall be on reasonable terms and conditions. Transporter shall execute consents and acknowledgments reasonably requested by Shipper or Shipper's Lender(s) to effect such assignments in connection with the financing of Shipper's cogeneration facility, including providing a reasonable opportunity to Lender(s) to cure any Shipper default hereunder.

ARTICLE 21 - INDEMNIFICATION

21.1 Shipper shall defend, indemnify and save Transporter harmless from all suits, actions, debts, accounts, liens, fines, penalties, statements of claim, attachments, damages, costs, losses, liabilities and expenses arising from or out of claims (the "Claims") of any or all persons which arise due to the acts or omissions of Shipper in arranging the transportation of natural gas prior to delivery of such natural gas to Transporter at the Point of Receipt and after receipt of such natural gas from Transporter at the Point of Delivery.

21.2 Transporter shall defend, indemnify and save Shipper harmless from all suits, actions, debts, accounts, liens, fines, penalties, statements of claim, attachments, damages, costs, losses, liabilities and expenses arising from and out of claims (the "Claims") of any or all persons which arise due to the actions or omissions of Transporter in transporting natural gas for Shipper's account as provided hereunder after receipt of such natural gas at the Point of Receipt and prior to delivery of such natural gas to Shipper at the Point of Delivery and after receipt of natural gas from Shipper at the Point of Interconnection. In the event that Transporter elects to purchase insurance to cover some or all of its potential liability under this section 21.2,

Shipper shall reimburse Transporter for the reasonable cost of such insurance through payment of the Operational Charge as defined in section 4.2.

ARTICLE 22 - HEADINGS

22.1 The headings used throughout this Agreement are inserted for reference purposes only, and are not to be considered or taken into account in construing the text.

ARTICLE 23 - AMENDMENTS

23.1 This Agreement may not be amended without the execution of a written document by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

"SHIPPER"

ALTRESCO, INC.

By: *[Signature]*
President

"TRANSPORTER"

THE BERKSHIRE GAS COMPANY

By: *[Signature]*
Vice President & Treasurer